

**Headquarters Information Technology Support Services (HITSS) III
Solicitation NNH17579608R**

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B.1 Supplies and/or Services To Be Provided. (GSFC 52.211-90) (Feb 2016)

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services
2	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
3	Task Plans	Section B GSFC 52.216-91 Section I NFS 1852.216-80	As Required in Clause NFS 1852.216-80	Electronic Format/ Contracting Officer
4	Reports of Work	Section C GSFC 52.235-92	As Required in Clause GSFC 52.235-92	As specified in Clause
5	Contract Historical Data	Section C GSFC 52.211-91 Attachment H	30 Days after Contracting Officer Request	Electronic Format/CO
6	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment F	Monthly and Quarterly in accordance with Attachment F	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
7	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/CO, COR, and Receiving & Inspection
8	Requests for Government	Section G NFS 1852.245-	30 Days Prior to Acquire Date	Electronic Format/CO

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Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
	Property	70		
9	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15 th and Final Report	NF 1018 Electronic Submission System (NESS)
10	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
11	Reporting of Inventions	Section G NFS 1852.227-72 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
12	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
14	Personal Identity Verification (PIV) Documentation and Reporting	Section H HQ 52.204-99 HQ 52.204-98 Attachment B	10th Calendar Day of the Month and As Required	Electronic Format and Hard Copy/COR & HQ Security Office
15	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
16	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
17	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
18	IT Security Management Plan	Section I NFS 1852.204-	30 Days after Contract Effective	Electronic Format/CO

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Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
		76	Date & Annual Updates As Required	
19	Service Contract Reporting	Section I FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	https://www.acquisition.gov

B.2 Estimated Cost and Incentive Fee. (NFS 1852.216-84) (Oct 1996)

The target cost of this contract is \$TBP. The target fee of this contract is \$TBP. The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are \$TBP.

The maximum fee is \$TBP.

The minimum fee is \$TBP.

The cost sharing for cost underruns is:

Government 80% percent
Contractor 20% percent

The cost sharing for cost overruns is:

Government 80% percent
Contractor 20% percent

*TBP=To Be Proposed.

(End of clause)

B.3 Option to Extend. (GSFC 52.217-90) (Sep 2013)

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the Contracting Officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

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Option	Period of Performance/Effective Ordering Period	Core Amount				
1	October 1, 2018 – September 30, 2019	Target Cost:		\$TBP		
		Target Fee:		\$TBP		
		Minimum Fee:		\$TBP		
		Maximum Fee:		\$TBP		
		The cost sharing for cost underruns is: Government 80% percent. Contractor 20% percent.				
		The cost sharing for cost overruns is: Government 80% percent. Contractor 20% percent.				
		<u>FEE*</u>				
			Min	Target	Maximum	
		Incentive Fee Pool				
		Cost Technical	\$TBP \$TBP	\$TBP \$TBP	\$TBP \$TBP	
2	October 1, 2019 – September 30, 2020	Target Cost:		\$TBP		
		Target Fee:		\$TBP		
		Minimum Fee:		\$TBP		
		Maximum Fee:		\$TBP		
		The cost sharing for cost underruns is: Government 80% percent. Contractor 20% percent.				
		The cost sharing for cost overruns is: Government 80% percent. Contractor 20% percent.				
		<u>FEE*</u>				
			Min	Target	Maximum	
		Incentive Fee Pool				
		Cost Technical	\$TBP \$TBP	\$TBP \$TBP	\$TBP \$TBP	
3	October 1, 2020 – September 30, 2021	Target Cost:		\$TBP		
		Target Fee:		\$TBP		
		Minimum Fee:		\$TBP		
		Maximum Fee:		\$TBP		
		The cost sharing for cost underruns is: Government 80% percent. Contractor 20% percent.				

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		The cost sharing for cost overruns is: Government 80% percent. Contractor 20% percent.		
		<u>FEE*</u>		
		Min	Target	Maximum
		Incentive Fee Pool		
		Cost	\$TBP	\$TBP
		Technical	\$TBP	\$TBP
4	October 1, 2021 – September 30, 2022	Target Cost:		\$TBP
		Target Fee:		\$TBP
		Minimum Fee:		\$TBP
		Maximum Fee:		\$TBP
		The cost sharing for cost underruns is: Government 80% percent. Contractor 20% percent.		
		The cost sharing for cost overruns is: Government 80% percent. Contractor 20% percent.		
		<u>FEE*</u>		
		Min	Target	Maximum
		Incentive Fee Pool		
		Cost	\$TBP	\$TBP
		Technical	\$TBP	\$TBP

***Note:** In accordance with Attachment I, Cost pool shall be 40% and Technical pool shall be 60% of the incentive fee proposed in Clause B.9.

**B.4 Minimum/Maximum Amount of Supplies or Services (Cost Reimbursement).
(GSFC 52.216-90) (Apr 2008)**

NOTE: The following applies only to the IDIQ portion of the contract.

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$50,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$100,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 30% of the original maximum amount.

(End of clause)

B.5 Supplemental Task Ordering Procedures (Cost Reimbursement). (GSFC 52.216-91) (Apr 2010)

NOTE: The following applies only to the IDIQ portion of the contract.

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Attachment C, to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

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(c) The Government and Contractor agree that for CPFF issued tasks the fixed fee percentage specified in Attachment C shall be used to calculate the fixed fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(d) The Government and Contractor agree that for CPIF issued tasks the incentive fee percentages and share ratios specified in Clause B.2 and Attachment I shall be used to calculate the target, minimum, and maximum incentives fees and determine the incentive fees earned on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(End of clause)

B.6 Non Proposed Cost. (GSFC 52.216-94) (Feb 1991)

NOTE: The following applies only to the core portion of the contract.

(a) The total estimated cost of the "core" portion of this contract includes the following estimated costs:

Cost Element	Basic	Option 1	Option 2	Option 3	Option 4
Travel	\$130,000	\$133,900	\$137,917	\$142,055	\$146,316
Training	\$95,000	\$97,850	\$100,786	\$103,809	\$106,923
Maint. Agreements	\$1,000,000	\$1,030,000	\$1,060,900	\$1,092,727	\$1,125,508
HITSS Catalog Purchases	\$200,000	\$206,000	\$212,180	\$218,545	\$225,102
Life Cycle Refresh	\$500,000	\$515,000	\$530,450	\$546,363.5	\$562,754
Tactical Plan	\$500,000	\$515,000	\$530,450	\$546,363.5	\$562,754

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of clause)

B.7 Estimated Cost Increases. (GSFC 52.232-94) (Dec 2005)

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less

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than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B.8 Incentive Fee Pools

NOTE: The following applies to the core portion of the contract.

Minimum, Target and Maximum fees for each fee pool, Cost and Technical, described in Attachment I (Incentive Fee Plan) are:

Pool	Minimum	Target	Maximum
Cost	\$TBP	\$TBP	\$TBP
Technical	\$TBP	\$TBP	\$TBP
Total	\$TBP	\$TBP	\$TBP

(Note: In accordance with Attachment I, Cost pool shall be **40%** and Technical pool shall be **60%** of each of the incentive fees (Minimum, Target and Maximum) purposed in clause B.3. The incentive fee pools specified in this clause are for the Core Services only. The incentive fee pools

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associated with each individual CPIF task order, issued in accordance with the Task Ordering Procedure clause, shall be specified in a similar clause in each individual CPIF task order.)

(End of text)

B.9 Estimated cost and fixed fee. (NFS 1852.216-74) (Dec 1991)

NOTE: The following applies only to the IDIQ portion of the contract.

The estimated cost of this contract is \$TBD exclusive of the fixed fee of \$TBD. The total estimated cost and fixed fee is \$TBD.

(End of clause)

B.10 Contract funding. (NFS 1852.232-81) (Jun 1990)

Core Requirement Funding:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for [Insert applicable item number(s), task(s), or work TBD and covers the following estimated period of performance: TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

IDIQ Task Order Requirement Funding:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for the IDIQ Task Order Requirements is \$50,000*. This allotment is for all items and services identified in Clause B.1 – “Supplies and/or Services to be Provided” and covers the following estimated period of performance: [to be determined at task order award].

(b) An additional amount of \$[to be determined at task order award] is obligated under this contract for the IDIQ Task Order Requirements for the payment of fee.

*This amount covers the IDIQ minimum value as stated in clause B.4. Funding for task orders will be provided at the task order level.

(End of clause)

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C.1 Scope of Work. (GSFC 52.211-91) (Feb. 2016)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the Supplies and/or Services To Be Provided clause of this contract in accordance with the Statement of Work, Attachment A; Contract Historical Data, Attachment H; Safety and Health Plan, Attachment J; and task orders issued hereunder.

(End of clause)

C.2 Limited Rights Data or Restricted Computer Software. (GSFC 52.227-90) (Mar 2008)

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following:

None

(End of clause)

C.3 Reports of Work (Core/IDIQ) (GSFC 52.235-92) (Aug 2013)

- (a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering Core Services and all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under the Core Services and each Task Order for the month being reported. The Core and each individual Task Order shall be a separate report. The report shall be in narrative form and brief in content. The report shall include a description of overall progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.
- (b) Final Report. The Contractor shall submit a final report for the Core Services and each completed Task Order that summarizes the results of the entire Core contract and each individual Task Order, including recommendations and conclusions based on the experience and results obtained. The final reports should include, as appropriate,

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tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved. The final Task Order report shall also include the final incurred cost for that Task Order.

- (c) Submission. The Contractor shall submit the report required by this clause as follows:

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (CO)	GSFC 210.H
1	M,F	Contracting Officer's Representative (COR)	HQ LM023
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

- (d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the Core contract or a Task Order is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report for each Task Order shall be submitted within 30 days after completion of the Task Order and the final report for the Core Services shall be submitted within 30 days after Core completion.

(End of clause)

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D.1 Section D Clauses Incorporated by Reference

1852.211-70 Packaging, Handling, and Transportation. (Sep 2005)

D.2 Identification and marking of Government equipment. (NFS 1852.245-74) (Jan 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

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(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA/Headquarters
300 E. Street SW
Washington, D.C. 20546

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

D.3 Clause Incorporated by Reference – Section D

Clause(s) D.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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E.1 Section E Clauses Incorporated by Reference

52.246-5 Inspection of Services - Cost-Reimbursement. (Apr 1984)

E.2 Material inspection and receiving report. (NFS 1852.246-72) (Apr 2015)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) shall be prepared and distributed as follows: 3 copies and one original.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.3 Acceptance—Services (GSFC 52.246-92) (Sep 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the NASA Headquarters facility or as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.4 Material Inspection and Receiving Report Not Required (GSFC 52.246-94) (Apr 1989)

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of

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each delivery under this contract. However, a MIRR is not required for the following deliverable items:

<u>Item No.</u>	<u>Description</u>
1	Services rendered
2	Reports/documents

(End of clause)

E.5 Inspection System Records. (GSFC 52.246-102) (Apr 2013)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.6 Clauses Incorporated by Reference -- Section E

Clause E.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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F.1 Section F Clauses Incorporated by Reference

52.242-15 Stop-Work Order. (Aug 1989) - Alternate I (Apr 1984)

F.2 Period of Performance/Effective Ordering Period (GSFC 52.217-92) (Jan 2014)

The period of performance of this contract shall be for a period of 12 months from the contract effective date of **TBD**. The effective ordering period of the IDIQ portion of this contract coincides with the core services period of performance.

(End of clause)

F.3 Place of Performance- Services (GSFC 52.237-92) (Nov 2013)

The services to be performed under this contact shall be performed at the following location(s):

On site at NASA HQs, offsite at the Contractor's facility, TDY locations, and other NASA Centers that may be specified in the Performance Work Statement and IDIQ task orders.

(End of clause)

F.4 Clauses Incorporated by Reference -- Section F

Clause F.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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G.1 Section G Clauses Incorporated by Reference

- 52.204-19 Incorporation by Reference of Representations and Certifications**
- 1852.227-72 Designation of New Technology Representative and Patent Representative. (Apr 2015)**
- 1852.227-86 Commercial Computer Software License. (Apr 2015)**
- 1852.242-71 Travel Outside of the United States. (Dec 1988)**
- 1852.242-73 NASA Contractor Financial Management Reporting. (Nov 2004)**
- 1852.245-70 Contractor requests for Government-furnished property. (Aug 2015)**
- 1852.245-75 Property Management Changes. (Jan 2011)**
- 1852.245-78 Physical inventory of capital personal property. (Aug 2015)**

G.2 Individuals Authorized to Issue Orders (GSFC 52.216-100) (Dec 2014)

The following personnel are authorized to issue task orders under this contract. All designated personnel are employed by the National Aeronautic and Space Administration (NASA) unless otherwise indicated.

Authorized Ordering Official: **Contracting Officer, 210.H**

(End Text)

G.3 Payment of fixed fee (NFS 1852.216-75) (Dec 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

G.4 Submission of vouchers for payment. (NFS 1852.232-80) (Sept 2016)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers electronically using the steps described at NSSC's Vendor Payment information Web site at:

<https://www.nssc.nasa.gov/vendorpayment>. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) *Payment requests.* (1) The payment periods designated in the payment clause(s) contained in this contract will begin on the date a proper request for payment is received by the NSSC payment office specified in paragraphs (a) and (b) of this section.

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Vouchers shall be prepared in accordance with the guidance provided by the NSSC at the following Web site: https://answers.nssc.nasa.gov/app/answers/detail/a_id/6643.

(2) Vouchers shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.

(ii) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.

(iii) Indirect rate(s) used to calculate the amount of billed indirect expenses.

(d) *Non-electronic payment*. The Contractor may submit a voucher using other than the steps described at NSSC's Vendor Payment information through any of the means described at <https://www.nssc.nasa.gov/vendorpayment>, if any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment when the Government-wide commercial purchase card is used as the method of payment.

(2) The contract includes provision allowing the contractor to submit vouchers using other than the steps prescribed at NSSC's Vendor Payment information Web site. In such instances, the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) *Improper vouchers*. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) *Other payment clauses*. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.5 Installation-Accountable Government Property. (NFS 1852.245-71) (Jan 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation

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that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, Contracting Officer's Representative (COR), and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

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(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA

Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

☐ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

☐ (2) Office furniture.

☒ (3) Property listed in Attachment O.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

☐ (4) Supplies from stores stock.

☐ (5) Publications and blank forms stocked by the installation.

☐ (6) Safety and fire protection for Contractor personnel and facilities.

☒ (7) Installation service facilities: Motor Pool and IT Services through the Agency Consolidated End-user Services (ACES) contract.

☐ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

☐ (9) Cafeteria privileges for Contractor employees during normal operating hours.

☐ (10) Building maintenance for facilities occupied by Contractor personnel.

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____ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.6 Financial Reporting of NASA Property in the Custody of Contractors. (NFS 1852.245-73) (Jan 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It

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should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

G.7 List of Government Property Furnished Pursuant to FAR 52.245-1. (NFS 1852.245-76) (Jan 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment D of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the Contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

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G.8 Occupancy Management Requirements. (NFS 1852.245-82) (Jan 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.9 Financial Management Reporting (GSFC 52.242-90) (Jun 2014)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment F of Section J of this contract.

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(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210.H
E-Mail: Candis.Edwards@nasa.gov

Contracting Officer's Representative, Code LM032
E-Mail: Liteshia.B.Dennis@nasa.gov

Resources Analyst, Code TBD
E-Mail: TBD

Regional Finance Office Cost Team, Code 155.2
E-Mail: GSFC-rfocateam@lists.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

G.10 Property Clause Applicability—Onsite and Offsite. (GSFC 52.245-96) (Apr 2016)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (onsite) and at Contractor controlled and managed premises (offsite). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses, if included in the contract, are applicable to both onsite and offsite locations.

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

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NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Property"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other Services"

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause 1852.245-75, "Property Management Changes"

NASA FAR Supplement clause 1852.245-78, "Physical Inventory of Capital Personal Property"

NASA FAR Supplement clause 1852.245-79, "Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value"

NASA FAR Supplement clause 1852.245-83, "Real Property Management Requirements"

GSFC clause 52.245-99, "Supplemental Financial Reporting of NASA Property in the Custody of Contractors"

(c) Clauses, if included in the contract, are applicable to offsite locations only.

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses, if included in the contract, are applicable to onsite locations only.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

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(End of clause)

G.11 Provisional Payment of Technical Performance Incentive Fee-Core Services

(a) The Contractor may bill for provisional payment of the Technical Performance Incentive Fee Minimum Fee Pool amount available each evaluation period, as specified in Attachment I, Incentive Fee Plan, Section J, pending the Contracting Officer's final determination of the amount of Technical Incentive Performance Incentive Fee earned for that evaluation period. Provisional payment billings shall be on a no-less than monthly basis. Provisional payments shall be superseded by the Contracting Officer's final Technical Performance Incentive Fee earned determination for the evaluation period. The Government will then pay the Contractor the difference between the final earned Technical Performance Incentive Fee amount and the cumulative provisional payments for that period.

(b) Payment of the final Technical Performance Incentive Fee earned amount for each evaluation period will be made by the NASA Shared Services Center (NSSC), Financial Management Division (FMD) – Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529, based on the issuance of a unilateral modification by the Contracting Officer.

(End of text)

G.12 Provisional Payment of Cost Performance Incentive Fee- Core Services

(a) The Contractor may bill for provisional payment of the Cost Performance Incentive Fee pool up to the Cost Incentive Minimum specified in Clause B.2 Incentive Fee Pools, of the contract. Billings shall be no less than monthly based on the minimum incentive fee of **TBP** percentage applied against cost incurred up to the fee reserves specified in Clause I.1, 52.216-10 - Incentive Fee, paragraph (c), Withholding of Payment.

(b) The final Cost Performance Incentive Fee pool earned determination will be made after total contract completion (base period plus any option periods exercised) by the Contracting Officer in accordance with Clause I.1, 52.216-10 - Incentive Fee, paragraph (e), Fee Payable. The Government will then pay the Contractor the difference between the final earned Cost Performance Incentive Fee amount and the cumulative provisional Cost Performance Incentive Fee pool payments. Payment of the final Cost Performance Incentive Fee earned amount will be made by the NASA Shared Services Center (NSSC), Financial Management Division (FMD) – Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529, based on the execution of a supplemental agreement modification to the contract.

(End of text)

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G.13 Government Provided Motor Vehicles. (GSFC 52.245-91) (Feb 2016)

(a) Authorized users. The installation accountable property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of HQ motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Headquarters Parking Manager at NASA Headquarters as appropriate. They will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

- (1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
- (2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.
- (3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

G.14 Clause Incorporate by Reference -- Section G

Clause G.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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H.1 Section H Clauses Incorporated by Reference.

- 1852.208-81 Restrictions on Printing and Duplicating. (Nov 2004)**
- 1852.223-70 Safety and Health Measures and Mishap Reporting. (Dec 2015)**
- 1852.223-75 Major Breach of Safety or Security. (Feb 2002)**
- 1852.242-72 Denied Access to NASA Facilities. (Oct 2015)**

H.2 Onsite Contractor Personnel- Identification, Reporting, and Checkout Procedures. (HQ 52.204-98) (Apr 2013)

(a) The Contractor's designated representative for the purposes of this clause is the Contractor's Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer's Representative (COR) of the Project Manager's identity within fifteen (15) calendar days of award of this Contract.

(b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps in **Attachment B**, Personal Identity Verification (PIV) Card Issuance Procedures, for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. The Contractor must apply for permanent NASA Headquarters PIV credential for those Contract employees who will be employed by the Contractor onsite for at least six months. The Headquarters Security Office will consider permanent PIV credentials for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit.

(c) The Contractor may contact the HQ PIV Manager, Tel 202-358-2422 for assistance regarding the PIV system. Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the Headquarters Security Office for PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The HQ PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

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- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the Headquarters Security Office, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the HQ PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the HQ Security Office will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the HQ Security Office within 30 days after the start of the contract.

(e) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Representative and the Headquarters Chief of Security immediately about any Contractor employee who was issued a Headquarters PIV credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer be working onsite under this Contract.

(f) The Contractor shall ensure that all personnel who have NASA Headquarters issued credentials, keys or other property who leave the Contractor's employ or that no longer work onsite, process out through the Headquarters Security Office. Any such Contractor employees must return all Headquarters issued identification or credentials and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV credentials.

(End of clause)

H.3 Government Premises- Physical Access and Compliance with Procedures. (HQ 52.204-99) (Apr 2013)

(a)(1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will

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be employed by the Contractor and that will be resident or access NASA Headquarter locations, or NASA cyber resources for more than six (6) months. The Headquarters PIV credentials will be issued for no longer than the applicable Contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent Contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps prescribed in **Attachment B**, Personal Identity Verification (PIV) Card Issuance Procedures to apply for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system.

(2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the Contract and concurred in by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with NASA Policy Directive, NPD 1371.5, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 12/21/2010). Copies of the current issuances of the NPD may be obtained at <http://nodis3.gsfc.nasa.gov>. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office.

(3) Access to the Headquarters locations may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at <http://nodis3.gsfc.nasa.gov/>, and/or which will be provided to the Contractor as necessary by the Contracting Officer's Representative, the Contracting Officer, or the Headquarters Chief of Security.

(c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle"

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emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents within the Headquarters locations or to other NASA Centers or NASA facilities the extent necessary for purposes of implementing the terms of this Contract and communicating Contract related business to its employees at the Headquarters locations, and to communicate Contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Representative, the Headquarters Chief of Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

(End of clause)

H.4 Contactor Use of HQ Library. (HQ 52.251-91) (Sep 2012)

The Contractor's professional employees performing work under this Contract are granted borrowing privileges at the Headquarters (HQ) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this Contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the HQ Librarian. The HQ Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Headquarters Library Card Applications. The HQ Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent HQ badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The HQ Librarian may revoke library privileges at any time during the performance of the Contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for Contract performance or to any other adjustment to the Contract.

(End of Clause)

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H.5 Export Licenses. (NFS 1852.225-70) (Feb 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Headquarters, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.6 Key Personnel and Facilities (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; *provided*, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Key Personnel:

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Program Manager
Deputy Program Manager
Manager of Project Management
Chief Solutions Architect
Application Development Manager
Systems Engineering Manager
Data Center Operations Manager
Test Manager
Information Security Manager

(End of clause)

H.7 Contractor Proposed Enhancements (GSFC 52.211-100) (Sep 2013)

The Contractor shall provide the enhancements that are described in Attachment M. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) NN16579608R for Headquarters Information Technology Support Services (HITSS III). The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in the Statement of Work and other contract attachments. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of clause)

H.8 Safety and Health – Additional Requirements. (GSFC 52.223-91) (Feb 2016)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to NASA Headquarters Safety and Occupational Health, Dept. HQ:LM032, Telephone 202-358-0854 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and christopher.j.warren@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

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(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at <https://idmax.nasa.gov>. Until access is approved, use the [Contractor Monthly Statistics Report Template](#) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to christopher.j.warren@nasa.gov.

(End of clause)

**H.9 Government Property – Compliance with Safety Standards. (GSFC 52.223-92)
(Feb 2016)**

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing with a copy to the NASA Headquarters Safety and Occupational Health, Dept. HQ:LM032.

H.10 Rights in Data (GSFC 52.227-99) (Jun 2012)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL—Alternate II and Alternate III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, if applicable, and GSFC 52.227-93.

(End of clause)

H.11 Clauses Incorporated by Reference – Section H

Clause H.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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I.1 Section I Clause Incorporated by Reference.

52.202-1	Definitions. (Nov 2013)
52.203-3	Gratuities. (Apr 1984)
52.203-5	Covenant Against Contingent Fees. (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (Sep 2006)
52.203-7	Anti-Kickback Procedures. (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct. (Oct 2015)
52.203-14	Display of Hotline Poster(s). (Oct 2015) [Paragraph (b)(3) insert: https://oig.nasa.gov/hotline.html , Inspector General Hotline Posters may be obtained form NASA Office of Inspector General, Code W, Washington, DC 20546-0001]
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-2	Security Requirements. (Aug 1996)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel. (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Oct 2015)
52.204-13	System for Award Management Maintenance. (Jul 2013)
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)
52.204-18	Commercial and Government Entity Code Maintenance. (Jul 2016)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Jul 2013)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Nov 2015)
52.210-1	Market Research. (Apr 2011)
52.215-2	Audit and Records - Negotiation. (Oct 2010)
52.215-8	Order of Precedence - Uniform Contract Format. (Oct 1997)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (Aug 2011)
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications. (Oct 2010)
52.215-14	Integrity of Unit Prices. (Oct 2010)

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- 52.215-15 Pension Adjustments and Asset Reversions. (Oct 2010)**
- 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (Jul 2005)**
- 52.215-19 Notification of Ownership Changes. (Oct 1997)**
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (Oct 2010)**
- 52.215-23 Limitations on Pass-Through Charges. (Oct 2009)**
- 52.216-7 Allowable Cost and Payment. (Jun 2013) [Paragraph (a)(3) "30th"]**
- 52.216-8 Fixed Fee. (Jun 2011)** (This clause applies to the CPFF task orders issued under the IDIQ portion of the contract)
- 52.219-6 Notice of Total Small Business Set-Aside. (Nov 2011)**
- 52.219-8 Utilization of Small Business Concerns. (Oct 2014)**
- 52.216-10 Incentive Fee (Jun 2011)** [Replace paragraph (e) with: (1) The fee payable under this contract shall be the target fee increased by 20 cents; per every dollar that the total allowable cost is less than the target cost or decreased by 20 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 5.70% or less than 2.35% of the target cost.]
- 52.219-14 Limitations on Subcontracting. (Nov 2011)**
- 52.219-28 Post-Award Small Business Program Rerepresentation. (Jul 2013)**
[Paragraph (g) insert: {Contractor Fill-in NAICS Code and Contract Number} {Contractor to sign and date and insert authorized signer's name and title}]
- 52.222-2 Payment for Overtime Premiums. (Jul 1990) [Paragraph (a) \$0]**
- 52.222-3 Convict Labor. (Jun 2003)**
- 52.222-17 Nondisplacement of Qualified Workers (May 2014)**
- 52.222-21 Prohibition of segregated facilities. (Apr 2015)**
- 52.222-26 Equal Opportunity. (Apr 2015)**
- 52.222-35 Equal Opportunity for Veterans. (Oct 2015)**
- 52.222-37 Employment Reports on Veterans. (Feb 2016)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)**
- 52.222-50 Combating Trafficking in Persons. (Mar 2015)**
- 52.222-54 Employment Eligibility Verification. (Oct 2015)**
- 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (Sep 2013)**
- 52.223-5 Pollution Prevention and Right-to-Know Information. (May 2011)**
- 52.223-6 Drug-Free Workplace. (May 2001)**
- 52.223-10 Waste Reduction Program. (May 2011)**
- 52.223-15 Energy Efficiency in Energy-Consuming Products. (Dec 2007)**
- 52.223-16 Acquisition of EPEAT(R)-Registered Personal Computer Products. (Oct 2015)**
- 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts. (May 2008)**

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- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (Aug 2011)**
- 52.224-1 Privacy Act Notification. (Apr 1984)**
- 52.224-2 Privacy Act. (Apr 1984)**
- 52.225-1 Buy American - Supplies. (May 2014)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (Jun 2008)**
- 52.227-1 Authorization and Consent. (Dec 2007)**
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (Dec 2007)**
- 52.227-3 Patent Indemnity. (Apr 1984)**
- 52.227-11 Patent Rights-Ownership by the Contractor. (May 2014)**
- 52.227-14 Rights in Data-General. (May 2014) – Alternate II & III (Dec 2007) [Add**

(iv) The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

This work was authored by employees of [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

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(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *[Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.]*

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

RESTRICTED RIGHTS NOTICE (DEC 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the

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derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of addition)

52.227-16 Additional Data Requirements. (Jun 1987)

52.227-17 Rights in Data--Special Works. (Dec 2007) [As modified by NFS 52.227-17 add Paragraph (f) Whenever the words "establish" and "establishment" are used in this clause, with reference to a claim to copyright, they shall be construed to mean "assert" and "assertion", respectively.]

52.227-19 Commercial Computer Software License. (Dec 2007) [Paragraph (e) For the purposes of receiving updates, correction notices, consultation information, or other similar information regarding any computer software delivered under this contract/purchase order, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any vendor supplied agreements, registration forms, or cards and return them directly to the vendor; however, such signing shall not alter any of the rights or obligations of either NASA or the vendor set forth in this clause or elsewhere in this contract/purchase order.; (f) Subject to paragraphs (a) through (e) above, those applicable portions of the Contractor's standard commercial license or lease agreement pertaining to any computer software delivered under this purchase order/contract that are consistent with Federal laws, standard industry practices, and the Federal Acquisition Regulation (FAR) shall be incorporated into and made part of this purchase order/contract.]

52.228-7 Insurance - Liability to Third Persons. (Mar 1996)

52.232-17 Interest. (May 2014)

52.232-18 Availability of Funds. (Apr 1984)

52.232-22 Limitation of Funds. (Apr 1984)

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- 52.232-23 Assignment of Claims. (May 2014)**
- 52.232-25 Prompt payment. (Jul 2013) – Alternate I (June 1985)**
- 52.232-39 Unenforceability of Unauthorized Obligations. (Jun 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (Jul 2013)**
- 52.233-1 Disputes. (May 2014)**
- 52.233-3 Protest after Award. (Aug 1996) - Alternate I (Jun 1985)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (Oct 2004)**
- 52.236-13 Accident Prevention. (Nov 1991) - Alternate I (Nov 1991)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (Apr 1984)**
- 52.237-3 Continuity of Services. (Jan 1991)**
- 52.239-1 Privacy or Security Safeguards. (Aug 1996)**
- 52.242-1 Notice of Intent to Disallow Costs. (Apr 1984)**
- 52.242-3 Penalties for Unallowable Costs. (May 2014)**
- 52.242-4 Certification of Final Indirect Costs. (Jan 1997)**
- 52.242-13 Bankruptcy. (Jul 1995)**
- 52.243-2 Changes - Cost-Reimbursement. (Aug 1987) - Alternate II (Apr 1984)**
- 52.244-2 Subcontracts. (Oct 2010) [Paragraph (d) Professional and Consultant cost as defined in FAR 31.205-33]**
- 52.244-5 Competition in Subcontracting. (Dec 1996)**
- 52.244-6 Subcontracts for Commercial Items. (SEPT 2016)**
- 52.245-1 Government Property. (Apr 2012)**
- 52.245-9 Use and Charges (Apr 2012)**
- 52.246-25 Limitation of Liability – Services (Feb 1997)**
- 52.247-1 Commercial Bill of Lading Notations. (Feb 2006) [Paragraph (a) NASA Headquarters; Paragraph (b) NASA/GSFC, Contract No. TBD, Candis Edwards, Contracting Officer, Code 210.H, Greenbelt, MD 20771]**
- 52.248-1 Value Engineering. (Oct 2010)**
- 52.249-6 Termination (Cost-Reimbursement). (May 2004)**
- 52.249-14 Excusable Delays. (Apr 1984)**
- 52.251-1 Government Supply Sources. (Apr 2012)**
- 52.251-2 Interagency Fleet Management System Vehicles and Related Services. (Jan 1991)**
- 52.253-1 Computer Generated Forms. (Jan 1991)**
- 1852.203-70 Display of Inspector General Hotline Posters. (Jun 2001)**
- 1852.203-71 Requirement to Inform Employees of Whistleblower Rights (Aug 2014)**
- 1852.204-76 Security requirements for unclassified information technology resources. (Jan 2011)**
- 1852.215-84 Ombudsman. (Nov 2011) Alt I (Jun 2000)**
- 1852.216-89 Assignment and Release Forms. (Aug 2016)**

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1852.223-74 Drug-and Alcohol-Free Workforce. (Nov 2015)
1852.227-11 Patent Rights- Ownership by the Contractor (Apr 2015)
1852.237-70 Emergency Evacuation Procedures. (Dec 1988)
1852.228-75 Minimum Insurance Coverage. (Oct 1988)
1852.237-72 Access to Sensitive Information. (Jun 2005)
1852.237-73 Release of Sensitive Information. (Jun 2005)
1852.243-71 Shared Savings. (Mar 1997)

I.2 Approval of Contract. (FAR 52.204-1) (Dec 1989)

This contract is subject to the written approval of NASA/GSFC Procurement Officer and shall not be binding until so approved.

(End of clause)

I.3 Basic Safeguarding of Covered Contractor Information Systems. (FAR 52.204-21) (Jun 2016)

(a) *Definitions.* As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

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(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

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(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.4 Ordering. (FAR 52.216-18) (Oct 1995)

NOTE: This clause applies to the CPFF and CPIF task orders issued under the IDIQ portion of this contract

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the contract effective ordering period specified in Clause F.2.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.5 Order Limitations. (FAR 52.216-19) (Oct 1995)

NOTE: This clause applies to the CPFF and CPIF task orders issued under the IDIQ portion of this contract

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$15,000,000;

(2) Any order for a combination of items in excess of \$30,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.6 Indefinite Quantity. (FAR 52.216-22) (Oct 1995)

NOTE: This clause applies to the CPFF and CPIF task orders issued under the IDIQ portion of this contract

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

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during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after no more than one (1) year from the end of the contract's effective ordering period for those orders placed within the ordering period where performance extends beyond the end of the contract's effective ordering period.

(End of clause)

I.7 Option to Extend Services. (FAR 52.217-8) (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract end date.

(End of clause)

I.8 Option to Extend the Term of the Contract. (FAR 52.217-9) (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract end date, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

I.9 Notification of Competition Limited to Eligible 8(a) Concerns. (FAR 52.219-18) (Jun 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

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(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [TBD] will notify the NASA Headquarters Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.10 Section 8(a) Award. (FAR 52.219-17) (Dec 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NASA Headquarters Office of Procurement the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

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(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA Headquarters Office of Procurement Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA Headquarters Office of Procurement.

(End of clause)

I.11 Equal Opportunity for Workers with Disabilities. (FAR 52.222-36) (Jul 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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**I.12 Hazardous Materials Identification and Material Safety Data (FAR 52.223-3)
(Jan 1997)**

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material: *None*

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

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(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

Alternate I (JUL 1995). If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

I.13 Submission of Transportation Documents for Audit. (FAR 52.247-67) (Feb 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-

- (1) By the Contractor under a cost-reimbursement contract; and

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(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to-

Candis Edwards, Contracting Officer
NASA/GSFC, Code 210.H, Bldg. 18
Greenbelt, Md. 20771

(End of clause)

I.14 Clauses Incorporated by Reference. (FAR 52.252-2) (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <https://www.acquisition.gov/?q=browsefar>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.15 Authorized Deviations in Clauses. (FAR 52.252-6) (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NSA Acquisition Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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I.16 Security Classification Requirements. (NFS 1852.204-75) (Sep 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Top Secret/Sensitive Compartmented Information (see PWS Section 2.3.19). See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment E.

(End of clause)

I.17 Task Ordering Procedures. (NFS 1852.216-80) (Oct 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

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(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgement of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting officer may amend tasks in the same manner in which they are issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

I.18 Notification of competition limited to eligible 8(a) concerns. (NFS 1852.219-18) (APR 2015)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

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(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ *[insert name of SBA's contractor]* will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.19 Restriction on Funding Activity with China (NFS 1852.225-71)(DEVIATION) (Feb 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

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I.20 Clauses Incorporated by Reference – Section I

Clause I.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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J.1 List of Attachments. (GSFC 52.211-101) (Feb 2016)

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages (including the cover page)
A	Performance Work Statement	1/2017	333
B	PIV Card Issuance Procedures	2/2015	5
C	Indefinite Delivery Indefinite Quantity (IDIQ) Direct Labor Rates, Indirect Rates and Fee Matrices	TBP	5
D	Government Furnished Property	10/2016	17
E	DD 254	7/2016	3
F	Financial Management Requirements	6/2014	4
G	IT Security Applicable Documents List	6/2016	15
H	Contract Historical Data	3/2015	3
I	Incentive Fee Plan	2/2017	46
J	Safety and Health Plan	*TBS	
K	IT Security Management Plan	*TBS	
L	Organizational Conflict of Interest (OCI) Avoidance Plan	*TBS	
M	Contractor Proposed Enhancements	TBP	TBP
N	Quality Assurance Plan	TBS	TBS
O	Installation-Accountable Government Property (IAGP)	10/2016	11

TBS = To Be Submitted

TBP = To Be Proposed

*TBS within 30 days of contract award

(End of clause)

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K.1 Section K Clauses Incorporated by Reference.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representations. (Jan 2017)

K.2 Annual Representations and Certifications. (FAR 52.204-8) (Apr 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$27.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.³

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

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(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

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☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3 Information Regarding Responsibility Matters. (FAR 52.209-7) (Jul 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective

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plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

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(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.4 Representation by Entities Regarding Restrictions of Whistleblowing. (NFS 1852.209-76) (May 2016) (DEVIATION)

(a) In accordance with sections 743 of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, none of the funds appropriated or otherwise made available by this Act or any other Act may be available for obligation on a contract with an entity that (1) Requires employees or contractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form governing the nondisclosure of classified information that a Federal department or agency has issued.

(b) The offeror represents that —

It does ☐ does not ☐ require its contractors or its employees to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a

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designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

K.5 Restriction of Funding Activity with China--Representation (NFS 1852.225-72)(DEVIATION)(FEB 2012)

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

K.6 Clauses Incorporated by Reference – Section K

Clause K.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

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L.1 Section L Clause Incorporated by Reference.

52.204-7 System for Award Management. (Jul 2013)
52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)
52.215-1 Instructions to Offerors- Competitive Acquisitions (Jan 2004)
52.215-16 Facilities Capital Cost of Money (Jun 2003)
52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (Oct 2009)
52.222-46 Evaluation of Compensation for Professional Employees. (Feb 1993)
52.237-1 Site Visit. (Apr 1984)
1852.233-70 Protests to NASA. (Dec 2015)

L.2 Type of Contract. (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Hybrid contract with Cost-Plus-Incentive Fee Core Services and an Indefinite Delivery Indefinite Quantity portion with the ability to issues Cost-Plus-Fixed Fee and Cost-Plus-Incentive Fee task orders resulting from this solicitation.

(End of provision)

L.3 Service of Protest. (FAR 52.233-2) (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Candis Edwards, Code 210.H, Building 18, Room 200A, NASA/Goddard Space Flight Center, Greenbelt, MD 20771.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 Solicitation Provisions Incorporated by Reference. (FAR 52.252-1) (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted

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with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <https://www.acquisition.gov/?q=browsefar>

NASA FAR Supplement (NFS) Clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.5 Authorized Deviations in Provisions. (FAR 52.252-5) (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any NASA Acquisition Regulation (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.6 Safety and Health Plan. (NFS 1852.223-73) (Jul 2015)

(a) The offeror shall submit a detailed safety and occupational health plan 30 days after contract award. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts or subcontract effort where the work will be conducted completely or partly on a Federally-controlled facility.

(c) The CO shall request from the Contractor a Safety and Health Plan. Upon review and approval of the plan and concurrence of the Center Safety and Occupational Health Official(s) in accordance with NFS 1823.7001(c), the CO shall incorporate the Contractor's Safety and Health Plan as an attachment to the contract making sure all Contractor proprietary markings are removed, The CO shall also list the plan as an Attachment in the Section J, List of Attachments, clause.

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(End of provision)

L.7 Determination of Compensation Reasonableness. (NFS 1852.231-71) (Apr 2015)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors provide, as part of their proposal, the information identified in (a) through (c) of this provision for cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

(End of provision)

L.8 Government property management information. (NFS 1852.245-80) (Jan 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and

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recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations,

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dates, and times:

TBD by the Government on an as needed basis

(End of provision)

L.9 List of available Government property. (NFS 1852.245-81) (Jan 2011)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

See Attachment D.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

N/A

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

L.10 Communications Regarding this Solicitation (GSFC 52.215-200) (Jan 2014)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Candis Edwards

Phone: 301-286-6718
(collect calls not accepted)

FAX: 301-286-0357

E-Mail: Candis.Edwards@nasa.gov

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Address: NASA Headquarters, Washington, DC 20546-0001
Attention: Candis Edwards, Mail Code 210.H

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. All Offeror questions should be submitted as soon as possible.

(End of provision)

L.11 Proposal Preparation—General Instructions. (GSFC 52.215-201) (Apr 2016)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A and Representative Task Order. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the offer shall respond to how they would approach the Representative Task Order (See L.13). THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDER (RTO) IN RESPONSE TO THE RFP!

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

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Volume	Title	Copies
I	Offer Volume	Original plus 7 Hardcopies and two electronic copies
II	Mission Suitability Volume	Original plus 7 Hardcopies and two electronic copies
III	Cost Volume	Original plus 5 Hardcopies, one additional hardcopy for audit support purposes, and two electronic copies
IV	Past Performance Volume	Original plus 5 Hardcopies and two electronic copies

(2) Prime Offerors and proposed Significant Subcontractors for Cost Volume proposal purposes defined as any subcontract that is likely to exceed 10% of the proposed contract value (Base plus Option Periods) shall include one (1) additional separately packaged hardcopy of their Cost Volume proposal, marked "Enter correct RFP number/NASA Proposal Evaluation Material," which the Government may use for audit support purposes.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the Offeror's (Prime and proposed Significant Subcontractors) proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Office Word (compatible with Word 2010) or Adobe Portable Document Format (PDF) (compatible with version X). While the RFP provides the Cost Volume exhibits in PDF format, Offerors shall submit all Cost Volume exhibits in Microsoft Office Excel format (compatible with Excel 2010) and the exhibits shall contain all formulas. Instructions for converting from PDF format to Excel can be found in the Cost Volume Instructions provision. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. The Offeror shall provide written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The

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Offeror must certify that the electronic medium is virus free.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus Offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the Offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the solicitation provision noted under the Reference heading.

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	L.12	None
Mission Suitability Volume	II	L.14	100 Pages
Cover Page, Indices, SOW Compliance Matrix, Total Compensation Plan, and Phase-in Plan			Excluded
Cost Volume	III	L.15	Mixed
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment C)			None
(b) Cost Exhibits			None
(c) Basis of Estimates **			10 Pages per WBS Level
Past Performance Volume (Limited to 5 references)	IV	L.16	Mixed

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Proposal Component	Volume	Reference	Page Limitations
(a) Information from the Offeror**			25 Pages
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Customer Evaluations, Termination/Descopes information, and List of Acronyms			Excluded

**Prime Offeror and all Significant Subcontractors (page limitation is for the total component (Prime and Significant Subcontractors)).

(2) When page limitations apply to a volume or specific section, a page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Office Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used. The excel exhibits provided are formatted using 9-12 point type Arial font.

Volumes I, II, III, and IV shall be submitted in separate ringed (or similarly bound) binders. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost Volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's

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best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(End of provision)

L.12 Offer Volume. (GSFC 52.215-203) (Aug 2016)

This must be a separate volume.

(a) **STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K**

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through <https://www.acquisition.gov>, in accordance with Section K provision FAR 52.204-8, Annual Representations and Certifications. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures. For Joint Venture (JV) proposals, see FAR 4.102 for signature requirements.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 210 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

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TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) **SUMMARY OF EXCEPTIONS**

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) **ADDITIONAL INFORMATION TO BE FURNISHED**

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must specifically assert such an intended reliance for the performance of this contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy in this proposal volume. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are

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determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns).

(5) 8(a) Joint Ventures

The individual 8(a) participant(s) to an 8(a) Joint Venture (JV) shall be 8(a) program certified at the time of proposal submission, and in accordance with 13 CFR 124.513(e)(1), the SBA shall approve the 8(a) JV agreement prior to contract award.

If an 8(a) joint venture is proposed, the Offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:

- Identify the companies included in the joint venture.

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- Identify the district SBA office and SBA Point of Contact/Business Development Specialist (name, address, phone number, and email) that the application will be submitted to for review and approval.

Award of the contract will only be made to a SBA certified 8(a) program company or SBA approved 8(a) Joint Venture.

(6) Government Property

Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. Section L of this solicitation contains NFS provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The information regarding the Offeror's Government property management procedures required by these two provisions shall be included in this volume. However, if an analysis of the Offeror's property management policies, procedures, practices, and systems has not been previously performed by the Government, the Offeror shall describe their internal processes, systems, procedures, records, and methodologies to be employed to ensure effective and efficient control of Government property under this contract in accordance with the requirements specified in FAR 52.245-1, Government Property.

(7) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract Core/RTO value associated with each entity.

(8) Contract Security Classification

In accordance with **Attachment E**, Contract Security Classification Specification (DD 254), Offerors shall possess a **Top Secret** level facility security clearance by the due date for receipt of proposals and this clearance shall be maintained throughout the life of the contract. Offerors shall provide their CAGE code for verification of current security clearance status. The Government will confirm that the Offeror has a secret facility clearance in place by the due date for receipt of proposals which will result in a pass or fail designation. No Offeror will be considered for evaluation who fails this component. For proposals submitted as joint ventures, one of the joint venture members must possess a Top Secret level facility clearance at the time of proposal submission to be considered and

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the CAGE code shall be provided.

(9) Organizational Conflicts of Interest

In accordance with the NFS clause 1852.237-72, Access of Sensitive Information, included in this order and NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1 as **Attachment L**. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer will review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract as a compliance document.

(10) Safety and Health Plan

In accordance with FAR clause 52.236-13--Alternate I as modified by NFS 1823.7001(d)(1), Accident Prevention, within 30 days after contract award, the successful contractor shall submit for NASA approval a comprehensive Safety and Health Plan, which will be incorporated into the contract under Clause J.1 as Attachment L. The Contracting Officer and center safety and occupational health official(s) will review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract as a compliance document.

(11) Information Technology (IT) Security Management Plan

In accordance with NFS clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources, within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive IT Security Management Plan, which will be incorporated into the contract under Clause J.1 as **Attachment K**. The Contracting Officer will review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has

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corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract as a compliance document. The information to be included in this plan is outlined in **Enclosure 4**, Information Technology Security Management Plan, which is provided for information purposes at this time and shall be used by the successful offeror to prepare their plan.

(12) Capability Maturity Model Integration (CMMI) Level Certification

In accordance with **Attachment A**, Performance Work Statement, Offerors shall possess a CMMI Level 3 certification by the due date for receipt of proposals within the following areas:

- Application/Software Development
- Engineering
- Data Center
- Cloud Operations/Services
- Configuration Management
- Testing
- Systems Engineering
- Estimation of Work

For the purpose of compliance with certification requirements, Offeror (prime and/or subcontractor(s) to the prime) shall have a certification for the areas designated above. The certification can be at the prime and/or subcontractor level; however the prime and/or subcontractor that is proposed to do the work shall have the certification in the area they are proposed to do the work. The Offeror (prime and/or subcontractor) shall provide a copy of the certification for each designated area as proof of the CMMI Level 3 certification as part of its proposal. These certifications must be current and must be in place by the due date for receipt of proposals which will result in a pass or fail designation. No Offeror will be considered for award who fails this component.

(End of Provision)

L.13 Proposal Marking and Delivery. (GSFC 52.215-205) (Sep 2014)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

(a) External Marking of Proposal Package(s)

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All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

"NASA/Headquarters
Receiving and Inspection
Washington, DC 20546-0001
Solicitation Number: NNH16579608R
Attn: Candis Edwards, Room CZ41

(b) Designated Receiving Office

The designated receiving office for proposals is NASA Headquarters, 300 E Street SW, Washington, DC 20024-3210 (between 3rd and 4th Streets). All deliveries must be taken to Receiving and Inspection, which is located in the rear of the building. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page**.

Receiving and Inspection is open from 7:00 AM to 5:00 PM, Monday through Friday, except Government holidays. Contractor personnel perform the NASA Headquarters receiving function, which includes mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

(c) Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

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L.14 Mission Suitability Volume Instructions (Competitive). (GSFC 52.215-210) (Aug 2016)

Contents of Mission Suitability Volume Instructions

- (a) General Instructions
- (b) Mission Suitability Volume Format
- (c) Mission Suitability Instructions by Subfactor

(a) General Instructions

The Mission Suitability Volume should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Volume must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the Mission Suitability Volume. It must not be incorporated by reference.

Although the Government does not encourage/discourage enhancements to the contract's technical performance documents (e.g. Statement of Work, Specification, etc.), offerors may choose to propose performance enhancements. In order for the Government to consider a proposed enhancement's value, the offeror must clearly define the enhancement(s) in Contract **Attachment M**, "Contractor Proposed Enhancements," in performance work statement (PWS) language in accordance with the PWS instructions in **Attachment M**. In addition, the offeror must describe the associated benefit(s) of the proposed enhancement(s) in their Mission Suitability Volume under the applicable Mission Suitability subfactor(s). The offeror shall include Contract **Attachment M** as part of the model contract in the Contract Volume of their proposal. The offeror may receive credit for the proposed enhancement(s) only to the extent of its description in **Attachment M**, and the associated benefits explained in its Mission Suitability Volume. Inconsistent statements about any enhancement(s) in an offeror's proposal may result in a neutral or negative evaluation by the Government. Any enhancement(s) may result in a positive, neutral, or negative evaluation in spite of the Government's right to waive an enhancement(s) during contract performance in accordance with the GSFC 52.211-100, "Contractor Proposed Enhancements," clause in Section H of the contract. If the successful offer does not include any proposed enhancements, GSFC clause 52.211-100 and **Attachment M** will be removed from the resultant contract.

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(b) Mission Suitability Volume Format

The Mission Suitability Volume must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A – Technical Approach
- Subfactor B – Technology Management Approach
- Subfactor C – Management Approach

The Work Breakdown Structure (WBS) contained in the Cost Volume of this solicitation shall be used to structure the Mission Suitability Volume for each of the subfactors. This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." For the purpose of NF 533 reporting under the actual contract, offerors may propose a different WBS more tailored to the way the work is to be performed or to the offeror's management or reporting systems for consideration by the Government. However, the Mission Suitability Volume and the Cost Volume must follow the provided WBS.

(c) Mission Suitability Instructions by Subfactor

Subfactor A – Technical Approach

The Offeror shall describe its approach to providing solutions to application, system, website, and web service requirements and to deliver configured Commercial off the Shelf (COTS) products, customized, enhanced, modernized, and re-platformed applications, etc. that quickly, meets customer's needs, and takes full advantage of modern technologies. The Offeror shall also describe how its development practice maximizes re-use.

The Offeror shall describe its approach to architecting, designing, developing and configuring applications, systems, websites, and web services. The Offeror shall explain or justify standards it recommends, employs, manages, applies, and maintains in the execution of application, system, website, and web service development and configuration. The Offeror shall include a definition and explain the difference between architecture, design, and specifications. Based on these definitions, the Offeror is to describe its approach to employing architecture, design, and specifications in the development of applications and IT systems.

The Offeror shall describe its approach to defining, developing, implementing, managing, and maintaining an enterprise architecture (EA) model (including the types of architecture comprising of an enterprise architecture model), related activities, and

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related artifacts for an IT organization. The Offeror shall describe EA methodologies to be utilized, how it would develop and maintain a technical reference model (TRM), tools utilized for EA and how those tools would be utilized.

The Offeror shall address its approach to managing services, systems, and infrastructure as well as managing a catalog of services related to the Cloud environment. The approach should address critical elements, practices and activities, etc. related to IaaS, PaaS, DRaaS, SaaS, and CaaS. The Offeror shall also describe its approach to providing support and related services for designing, implementing, and managing virtual environments, experience with Amazon Web Services and MS Azure, configuration/maintenance/management of MCEs, and types of SLAs and OLAs to be utilized in the delivery of these services.

The Offeror shall describe the role of systems engineering and integration to the entire operation, and provide the planned approach to ensure the efficient and effective accomplishment of: design and implementation of new IT capabilities and services, technical forecasting and studies, participation in agency and external working groups, proactive trouble shooting and problem resolution, and HQ IT planning. The Offeror shall describe its approach for being at the forefront of IT technologies and services that include strategies and plans for staying abreast of emerging technologies and evaluating them for potential application to the Headquarters work environment.

The Offeror shall describe its approach to Testing and Test Management. The Offeror shall describe the tools and related process that will be utilized for Testing and Test Management. The Offeror shall describe its approach to continuous integration and employing continuous integration for improved and automated testing, deployments, etc.

The Offeror shall describe its approach to providing a secure IT Infrastructure while facilitating the necessary flow of information for customers to accomplish their mission, and should demonstrate how IT security is integrated into all processes encompassing prevention, recovery, compliance, incident response and analysis. The Offeror shall also describe its understanding of the risk-based approach to authorizing systems, including continuous monitoring versus certification and accreditation. The Offeror shall explain its approach to implementing streamlined security processes that minimize the impact on the customers and shall describe its approach to providing services for and/or accomplishing the following: application and system scanning services, security assessment and authorization services, security incident responses and investigation services, security management monitoring and reporting, and security risk assessment and design analysis.

The offeror shall provide a written task plan addressing the representative task included as Enclosure 1. In accordance with the Task Ordering Procedure clause in Section H of this solicitation, each task plan shall identify the technical approach, labor categories,

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projected hours, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the adequacy and reasonableness of the Offeror's plan. The plan must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. Any assumptions made in preparing a response to these representative tasks orders must be clearly stated.

The offeror shall describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work, unique to the Offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. The Offeror's discussion of a risk factor should provide the Offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Subfactor B – Technology Management Approach

The Offeror shall provide its approach to managing and maintaining portfolios (service portfolio, application portfolio, service license and software inventories, etc.). The Offeror shall provide its approach to managing and maintaining the technology stack definitions and technology baselines (such as the Technical Reference Model, and standards). The Offeror shall provide its approach to managing and mitigating technology obsolescence. The Offeror shall provide its approach to managing and mitigating technical risks across services.

The Offeror's approach to and methodology for following established standards and processes in managing the life cycle of projects shall be described, to include the use of best practices and the application of professional certifications that provide evidence of the Offeror's capabilities. Additionally, the Offeror shall demonstrate how it will perform integration of team members from diverse service providers, projects requiring multiple customer organizations with competing interests, projects requiring management of complex risks, and projects involving: consolidation of applications, re-platforming of applications, and application development using an agile methodology.

The Offeror shall describe its strategy and approach to establishing, implementing, reporting, and managing metrics on the contract. Additionally, the Offeror shall describe its key components to metrics management and how they will be implemented.

The Offeror shall describe its approach to managing, executing, and measuring effective,

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efficient, and timely program operations for the contract. The Offeror shall describe the tools and capabilities they will utilize to collaboratively find and use information regarding baseline configurations, change management, task management, and proactive planning.

Subfactor C – Management Approach

The Offeror shall provide an approach for managing the work breakdown structure (WBS), cost account structure, and charge codes across task orders for detailed capture, analysis, and reporting of budget and cost. The Offeror shall explain current corporate capabilities the Offeror has to support, complement, and execute the proposed approach as well as address the following: how costs and WYEs are captured, tracked, and analyzed for IT services, projects, and task orders; what tools are used and how the tools are used; how total cost of ownership is calculated for services and systems provided and managed; and the estimation methodologies used in the estimation of work for software development, engineering, O&M, testing, analysis of alternatives, feasibility studies & product evaluation, and task orders/proposals.

Offerors shall provide written Position Qualifications for all of their specific labor categories envisioned for this requirement. Per the directions in the Cost Volume Instruction provision, the offeror's Position Qualifications are to be included in the contract Attachment entitled, "Direct Labor Rates, Indirect Rates, and Fee Matrices," which shall be submitted in the Cost Volume (per table (b)(1) of GSFC provision 52.215-201). Offerors need to address the minimum requirements in the Position Qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position.

The Offeror shall provide an organizational chart for this program, identifying the major organizational elements and their interrelationships. The organizational chart should depict how this contract fits into the corporate structure. In addition, if subcontractors are proposed, identify their interfaces to your organizational structure and provide a separate organization chart for each. The Offeror shall also describe its approach to establishing and ensuring integration of services and support provided on the HITSS contract, between other contracts/service providers, and between ITCD (via HITSS) and other NASA entities (agency and centers). Explain methodology/methods, approaches, and mechanisms to integration of services and support that requires management and execution of work across numerous work streams (internal and external) for seamless, transparent, efficient, and stable solutions and services. Address approach and strategy to continuous monitoring and corrective action to risks and issues for improved delivery. Describe the resources and roles required for program integration; provide justification of why these resources are needed and how they would function in the program

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integration.

The Offeror shall provide their rationale, including a risk assessment, for the proposed incentive fee structure (Target Fee, Minimum Fee, Maximum Fee, and delta between each) and how the proposed fee structure will effectively motivate cost and technical performance.

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibits **13A** and **13B** "Fringe Benefit Chart", the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Volume must not include Exhibits **13A** and **13B** but should reference where the information appears in the Cost Volume.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The Offeror shall provide a detailed phase-in plan that addresses, at a minimum, the Offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 45-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the Offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent

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contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 45-day phase-in period will be accomplished through the issuance of a separate firm fixed price purchase order.

The Offeror shall describe plans to keep personnel up-to-date with technology, training, certifications, and developmental experiences to improve the quality of services, execution of work, and delivery of services provided under this contract.

The offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. The staffing plan shall describe how the offeror intends to staff this effort and how the approach will allow the offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ. The Offeror shall also describe the types of staff expertise required to perform the work to include years of experience and expertise/critical skills (including programming languages, platforms, etc.) required for each role. Additionally, please provide a backup plan that describes the approach you would take if your primary staffing approach was not successful.

(End of provision)

L.15 Cost Volume Instructions. (GSFC 52.215-224) (Sep 2016)

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of certified cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

(a) Instructions

An important prerequisite for the award of the contract is the Prime Offeror must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must specifically assert (in the submitted Offer Volume) such an intended reliance for the performance of the contract and must demonstrate a convincing basis for using that

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system as a source for determining their own adequacy.

While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The Cost Volume proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the CAS Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required Cost Volume proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect costs.

Final monetary extensions in the Cost Volume proposal should be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any, shall be included in the cost, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a Significant Subcontractor for Core pricing data is defined as a subcontractor expected to exceed \$12.2M of the total proposed CORE contract value (Base plus Option Periods). A proposed Significant Subcontractor shall complete and submit **Exhibits 2A, 2B, 2D, 3** through **15C**, and provide the supporting information that is requested from the Prime Offeror. Prospective Significant Subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP. In addition, all prospective Non-Significant service subcontractors meeting the definition in paragraph (d) of NFS provision 1852.231-71, Determination of Compensation Reasonableness, shall complete and submit **Exhibits 13A** and **13B**, which should be included with the Prime Offeror's Cost Volume proposal. However, Non-Significant service subcontractors may submit **Exhibits 13A** and **13B**, if deemed proprietary cost data, under separate cover directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this

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RFP.

The Cost Volume exhibits provided in the RFP are in Portable Document Format (PDF). Prior to completing the Cost Volume exhibits, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use the following steps:

- (1) Open the Cost Volume exhibits .PDF file in Adobe Acrobat DC.
- (2) Click on the Export PDF tool in the right pane.
- (3) Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.
 - a. Under the "Save As XLSX Settings" window, ensure that following selections are made:
 - i. Under Excel Workbook Settings ensure "Create Worksheet for each Page" is selected.
 - ii. Under Numeric Settings ensure "Detect decimal and thousands separators using regional settings."
 - iii. Under Text Recognition Settings ensure "Recognize text if needed" is selected.
 1. Ensure "English" is the selected language.
 - b. Click "OK"
- (4) Click Export.
- (5) Name the Excel file and save it in a desired location.

Offerors, including proposed Significant Subcontractors, shall provide one separately packaged copy of their Cost Volume proposal marked "Enter correct RFP number/NASA Proposal Evaluation Material," which the Government may use for audit support purposes.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Volume proposal, each Offeror, including proposed Significant Subcontractors and Non-Significant Subcontractors, shall submit the required other than certified cost or pricing data (exhibits and supporting narrative) set forth in this provision. These data requirements differ by Prime Offeror, Significant Subcontractors, and Non-Significant Subcontractors,

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as indicated in Section (b) below.

(b) Cost Volume Proposal Format

(1) DIRECT AND INDIRECT RATE SUBSTANTIATION

Any Offeror proposing to use the incumbent workforce should review the incumbent labor rates provided in **Enclosure 3, Contract Historical Data**, for those labor categories for which rates are provided, in order to better understand salary levels of the incumbent workforce. If the Offeror proposes direct labor rates for incumbent personnel that are lower than these provided rates, the Offeror should explain how they intend to attract and retain incumbent staff based on its Total Compensation Plan. Failure to provide supporting rationale for lower direct labor rates may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable. For labor categories for which no incumbent labor rates were provided or for those labor categories to be filled with other than incumbent labor, provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why.

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The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The Offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in the contract (Core and IDIQ). The supporting rationale associated with these proposed ODC expenses shall also be submitted.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's current accounting system, clearly indicate how program management costs will be captured and charged on a task-by-task basis under the IDIQ portion of this contract.

(2) WORK BREAKDOWN STRUCTURE

The following Work Breakdown Structure (WBS) shall be used for Cost Volume proposal purposes:

WBS Level **1** - Summary of total contract estimated costs plus maximum available incentive fee – Core Total

(3) PRIME OFFEROR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST PLUS INCENTIVE FEE

Exhibit 1 summarizes the Prime Offeror's proposed Core Requirements total direct labor hours (Prime Offeror plus Significant Subcontractors), total estimated cost, and maximum available incentive fee, by Contract Year (CY), for the entire potential five year period of performance (Base Period plus Option Periods) at WBS Level **1** (total Core Requirement) based on bid labor and bid indirect burden rates.

(4) PRIME OFFEROR CORE REQUIREMENTS ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)

Exhibit 2 shows the Prime Offeror's proposed Core Requirements elements of cost and maximum available incentive fee by WBS, starting at the lowest WBS Level (WBS Level **3**) and then summarizing for each higher WBS Level up to WBS Level **1** (Total Core Requirement), by CY, for the entire potential five year period of performance (Base Period plus Option Periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2** shall be submitted for each WBS.

(5) CORE REQUIREMENTS DIRECT LABOR HOURS, DIRECT LABOR RATES, AND DIRECT LABOR COSTS DETAIL

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Exhibit 2A shows the Core Requirements Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual direct labor category by onsite versus offsite, month, and CY at WBS Level **3** and then summarizing for each higher WBS Level up to WBS Level **1** (Total Core Requirement). A separately identified and labeled **Exhibit 2A** shall be submitted for each individual CY and WBS Level from the Prime Offeror and each individual Significant Subcontractor.

(6) SIGNIFICANT SUBCONTRACTOR CORE REQUIREMENTS ELEMENTS OF COST BY WBS

Exhibit 2B shows a Significant Subcontractor's proposed Core Requirements elements of cost by WBS, starting at WBS Level **3** and then summarizing for each higher WBS Level up to WBS Level **1** (Total Core Requirement), by CY, for the entire potential five year period of performance (Base Period plus Option Periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2B** shall be submitted by each individual Significant Subcontractor for each WBS.

(7) BASIS OF ESTIMATES (BOE)

The BOEs are to be submitted for the entire potential five year period of performance (Base plus Option Periods) at the lowest WBS Level only (WBS Level **3**). The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance by elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability Volume proposal.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per

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year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any Significant Subcontract that has a potential estimated value in excess of the threshold stated in Section (a) instructions above, BOEs must be provided for that subcontract following the above specified format.
- An explanation of how all materials, travel, equipment, and other direct costs were estimated.

BOEs shall be submitted by both the Prime Offeror and all Significant Subcontractors and shall comply with the BOE page limitations set forth in the **“Proposal Preparation—General Instructions”** provision of this RFP.

(8) SUMMARY OF INDIRECT RATES

Exhibit 3 shows the Contractor Fiscal Year to Contract Year (CY) rate conversion for Overhead, G&A, and any “Other” indirect rates that the Offeror proposes in accordance with its current accounting system. An **Exhibit 3** shall be submitted by the Prime Offeror and each individual Significant Subcontractor and clearly identify the indirect rate base of application.

(9) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERs)

Exhibit 4 shows the Contractor Fiscal Year to Contract Year (CY) conversion for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

If all recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert “NONE” in this exhibit.

(10) INDIRECT RATE EXPENSE POOLS

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Exhibit 5A Overhead Expense Pool

Exhibit 5A shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to CY. **NOTE:** If an 8(a) Unpopulated Small Business Administration Joint Venture (JV) is proposed, the actual expenses for the prior three years of both entities that comprise the JV must be provided in this exhibit; this portion cannot be left blank.

If more than one overhead pool is proposed, a separate **Exhibit 5A** shall be included for each pool. Include the rationale for multiple overhead pools. Examples of types of overhead expense pools include: Material Overhead, Manufacturing Overhead, Engineering Overhead, Field Service Overhead, Site Overhead.

Below are examples of typical costs found in an Overhead Expense Pool:

Material Overhead:

Acquisition (purchasing); inbound transportation; indirect labor; employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); receiving and inspection; material handling and storage; vendor quality assurance; scrap sales credits; inventory adjustments, etc.

Operations Overhead (e.g., Manufacturing, Engineering, Field Service, and Site Operations):

Indirect labor and supervision; perishable tooling (primarily in manufacturing overhead); employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); indirect material and supplies (e.g., small tools, grinding wheels, lubricating oils, etc.); fixed charges (e.g., depreciation, insurance, rent, property taxes, etc.); downtime of direct employees when not working on a specific contract (e.g., training, vacation pay, regular pay, sick leave pay, etc.); etc.

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

Exhibit 5B General and Administrative (G&A) Expense Pool

Exhibit 5B shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to CY. **NOTE:** If an 8(a) Unpopulated Small Business

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Administration Joint Venture (JV) is proposed, the actual expenses for the prior three years of both entities that comprise the JV must be provided in this exhibit; this portion cannot be left blank.

If more than one G&A pool is proposed, a separate **Exhibit 5B** shall be included for each pool. Include the rationale for multiple G&A pools. G&A expenses are management, financial, and other expenses related to the general management and administration of the business unit as a whole. To be considered a G&A expense of a business unit, the expenditure must be incurred by, or allocated to, the general business unit.

Below are examples of typical costs found in a G&A Expense Pool:

- Salary and other costs of the executive staff of the corporate or home office
- Salary and other costs of staff services such as legal, accounting, public relations, and financial offices
- Selling and marketing expenses
- Corporate or home office expenses
- Independent Research and Development (IR&D)
- Bid and Proposal (B&P)
- Other miscellaneous activities related to overall business operation

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

(11) CORE REQUIREMENTS OTHER SUBCONTRACTS

Offerors shall complete **Exhibit 6** summarizing the Core Requirement other efforts/activities that the Offeror proposes to subcontract out by CY at WBS Level 1 to subcontractors that do not meet the Significant Subcontract definition in Section (a) of this provision.

(12) CORE REQUIREMENTS MATERIAL ITEMS

Offerors shall complete **Exhibit 7** detailing the proposed Core Requirement material items and costs by CY at WBS Level 1.

(13) CORE REQUIREMENTS TRAVEL

Offerors shall complete **Exhibit 8** detailing the proposed Core Requirement travel costs by CY at WBS Level 1.

(14) CORE REQUIREMENTS OTHER DIRECT COSTS (ODCs)

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Offerors shall complete **Exhibit 9** detailing the proposed Core Requirement other direct cost items and costs by CY at WBS Level 1.

(15) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 45-day phase-in period, which will be performed under a separate, firm-fixed-price contractual vehicle. **Exhibits 10** and **10A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about August 15, 2017.

(16) CORE REQUIREMENTS SOURCE OF PERSONNEL

Exhibit 11 shows the Offeror's plans to obtain the required personnel for the Core Requirements in the first CY of contract performance. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired.

(17) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 12 summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(18) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Volume Instructions provision **Subfactor B**, the Offeror and all Significant and Non-Significant service subcontractors meeting the definition in paragraph (d) of NFS provision 1852.231-71, Determination of Compensation Reasonableness, shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, **Exhibit 13A** containing the average of fringe benefit information for all the exempt labor categories, and **Exhibit 13B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR provision 52.222-46 for Non-Significant Subcontractors.

(19) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 14A** and **14B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors

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must ensure that the information provide is current and accurate.

(20) DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES

Prime Offerors shall complete **Attachment C, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**, for each Contract Year (CY). The direct labor and indirect rates and fee percentages included in **Attachment C** are "not to exceed" bid rates/fees. During contract performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the "**Task Ordering Procedure**" and "**Supplemental Task Ordering Procedures**" clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the IDIQ scope of work and Representative Task Order (RTO) and should range from entry level to the most senior level.

In **Attachment C**, the Prime Offeror shall propose, by CY, unburdened direct labor rates for all labor categories in Section 1; all rates or factors for Cost Estimating Relationships in Section 2; and all individual bid indirect rates in Section 3, clearly delineating Onsite and Offsite. Onsite is defined as NASA Headquarters. Offsite is defined as the Contractor's facility. The Offeror's fee percentage(s) included in Section 4 of the matrices shall be used to calculate the maximum available incentive fee for performing all task orders issued under the resultant contract. In Section 5, the Prime Offeror shall include a fully-loaded direct labor rate matrix for each Significant Subcontractor. In Section 6, the Prime Offeror shall provide Position Qualifications (PQs) for **all** Prime Offeror proposed direct labor categories specified in Section 1 and all subcontractors' proposed direct labor categories specified in Section 5.

(End of provision)

L.16 Past Performance Volume. (GSFC 52.215-230) (Jun 2014)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

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Offerors shall furnish the information requested below for no more than 5 (to include prime and significant subcontractors) of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$6M that your company has had within the last 3 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$6M. For IDIQ contracts that use RTOs, see instructions below for estimating value. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the Offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$1.6M (10% of \$16M) for that significant subcontractor.

If a prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the Prime Offeror and each significant subcontractor (inclusive of the IDIQ portion of the contract). For the IDIQ portion, offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all IDIQ areas of the Statement of Work (Offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions (WBS, etc) to be performed by the Prime Offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or

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affiliated or predecessor company to an Offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the Prime Offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. (Please verify the telephone numbers provided are current and correct).
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.

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- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 16 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer

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and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Contracting Officer below no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Headquarters
Attn: Candis Edwards, Code 210.H
Rm. CZ41
Washington, DC 20546-0001
Telephone: 301-286-6718
FAX: 301-286-0357
Candis.Edwards@nasa.gov

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(End of provision)

L.16 Provision Incorporated by Reference -- Section L

Provision L.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

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M.1 Section M Clause Incorporated by Reference.

52.217-5 Evaluation of Options. (Jul 1990)

M.2 Prospective Contractor Responsibility (GSFC 52.209-300) (Jan 2014)

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement: None.

(End of provision)

M.3 Source Selection and Evaluation Factors—General. (GSFC 52.215-300) (Jan 2014)

(a) Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

(b) Evaluation Factors and Subfactors

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The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

(c) **Relative Order of Importance of Evaluation Factors**

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor

(End of provision)

M.4 Mission Suitability Factor. (GSFC 52.215-310) (Sep 2016)

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by NASA. The Offeror's justification for the proposed resources will be considered in this evaluation. If the Offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements and may significantly affect the Offeror's Mission Suitability evaluation.

The Government may choose to incorporate any positive aspects of an Offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An Offeror's proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

If an Offeror elects to propose enhancements in accordance with the Mission Suitability Volume instructions in provision GSFC 52.215-210 (L.14), the Offeror's completed Contract Attachment M, "Contractor Proposed Enhancements," and the description of the associated benefits for each proposed enhancement under the applicable Mission Suitability subfactor will be evaluated for reasonableness, effectiveness, and overall performance benefit.

(a) Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A – Technical Approach

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The Government will evaluate the Offeror's approach to providing solutions to application, system, website, and web service requirements and to deliver configured COTS products, customized, enhanced, modernized, and re-platformed applications, etc. that quickly, meets customer's needs, and takes full advantage of modern technologies for reasonableness and effectiveness. The Government will also evaluate for reasonableness how the Offeror's proposed development practice maximizes re-use.

The Government will evaluate the Offeror's approach to architecting, designing, developing and configuring applications, systems, websites, and web services for reasonableness and effectiveness. The Government will also evaluate for reasonableness the extent to which the Offeror implements the standards it recommends, employs, manages, applies, and maintains in the execution of application, system, website, and web service development and configuration. The Government will evaluate for sufficiency the Offeror's definition and explanation of the difference between architecture, design, and specifications. The Government will also evaluate for sufficiency the Offeror's description of its approach to employing architecture, design, and specifications in the development of applications and IT systems.

The Government will evaluate the technical merit of the Offeror's approach to defining, developing, implementing, managing, and maintaining an enterprise architecture (EA) model (including the types of architecture comprising of an enterprise architecture model), related activities, and related artifacts for an IT organization. The Government will evaluate for effectiveness and efficiency the Offeror's proposed EA methodologies to be utilized, how it would develop and maintain a technical reference model (TRM), tools utilized for EA and how those tools would be utilized.

The Government will evaluate the Offeror's approach to managing services, systems, and infrastructure as well as managing a catalog of services related to the Cloud environment for effectiveness and efficiency. The Government will also evaluate for adequacy the Offeror's approach to critical elements, practices and activities, related to IaaS, PaaS, DRaaS, SaaS, and CaaS. The Government will also evaluate for effectiveness and efficiency the Offeror's approach to providing support and related services for designing, implementing, and managing virtual environments, experience with Amazon Web Services and MS Azure, configuration/maintenance/management of MCEs, and types of SLAs and OLAs to be utilized in the delivery of these services.

The Government will evaluate the Offeror's described role of systems engineering and integration to the entire operation including the planned approach to accomplishment of: design and implementation of new IT capabilities and services, technical forecasting and studies, participation in agency and external working groups, proactive trouble shooting and problem resolution, and HQ IT planning for adequacy and efficiency. The Government will evaluate the thoroughness of the Offeror's approach for being at the forefront of IT technologies and services that include strategies and plans for staying abreast of emerging technologies and evaluating them for potential application to the

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Headquarters work environment for reasonableness.

The Government will evaluate for effectiveness and efficiency the Offeror's proposed approach to Testing and Test Management. The Government will evaluate for effectiveness the tools and related process that will be utilized for Testing and Test Management. The Government will also evaluate the Offeror's approach to continuous integration and employing continuous integration for improved and automated testing, deployments, etc. for reasonableness.

The Government will evaluate the technical merit of the Offeror's approach to providing a secure IT Infrastructure while facilitating the necessary flow of information for customers to accomplish their mission, and the demonstrate of how IT security is integrated into all processes encompassing prevention, recovery, compliance, incident response and analysis. The Government will evaluate the Offeror's understanding of the risk-based approach to authorizing systems, including continuous monitoring versus certification and accreditation for reasonableness. The Government will evaluate for technical merit the Offeror's explanation of its approach to implementing streamlined security processes that minimizes the impact on the customers and will evaluate for technical merit the approach to providing services for and/or accomplishing the following: application and system scanning services, security assessment and authorization services, security incident responses and investigation services, security management monitoring and reporting, and security risk assessment and design analysis.

The Government will evaluate the technical approach, skill mix (labor categories and projected hours), phasing at both the sub-task level and the task level, Government interface, the flow of activities from start to completion (including time line), facilities and equipment, and any other information to determine the comprehensiveness, reasonableness, and effectiveness of the Offeror's task plan. The Government will evaluate the task plan to ensure the Offeror has a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. The Government will also evaluate any assumptions made in preparing a response to the representative task orders for reasonableness and relevance.

The Government will evaluate for effectiveness the Offerors risk management techniques that will be used to manage identified risks during contract performance. The Government will evaluate the Offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation for effectiveness and efficiency.

Subfactor B – Technology Management Approach

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The Government will evaluate for effectiveness and thoroughness the Offeror's approach to managing and maintaining portfolios (service portfolio, application portfolio, service license and software inventories, etc.). In addition, the Government will evaluate the Offeror's approach to managing and maintaining the technology stack definitions and technology baselines (such as the Technical Reference Model, and standards) for effectiveness and efficiency. The Government will also evaluate for technical merit the Offeror's approach to managing and mitigating technology obsolescence. The Government will evaluate for thoroughness and effectiveness the Offeror's approach to managing and mitigating technical risks across services.

The Government will evaluate for technical merit the Offeror's approach to and methodology for following established standards and processes in managing the life cycle of projects, to include the use of best practices and the application of professional certifications that provide evidence of the Offeror's capabilities. Additionally, the Government will evaluate for appropriateness and sufficiency the Offeror's plan on how it will perform integration of team members from diverse service providers, projects requiring multiple customer organizations with competing interests, projects requiring management of complex risks, and projects involving: consolidation of applications, re-platforming of applications, and application development using an agile methodology.

The Government will evaluate for reasonableness and effectiveness the Offeror's proposed strategy and approach to establishing, implementing, reporting, and managing metrics on the contract. Additionally, the Government will evaluate the Offeror's described key components to metrics management and how they will be implemented for technical merit.

The Government will evaluate for thoroughness and effectiveness the Offeror's approach to managing, executing, and measuring effective, efficient, and timely program operations for the contract. The Government will also evaluate for efficiency the Offeror's described tools and capabilities it will utilize to collaboratively find and use information regarding baseline configurations, change management, task management, and proactive planning.

Subfactor C – Management Approach

The Government will evaluate for reasonableness the Offeror's approach to managing the work breakdown structure (WBS), cost account structure, and charge codes across task orders for detailed capture, analysis, and reporting of budget and cost. The Government will also evaluate for effectiveness the Offeror's current corporate capabilities the Offeror has to support, complement, and execute the proposed approach as well as address the following: how costs and WYEs are captured, tracked, and analyzed for IT services, projects, and task orders; what tools are used and how the tools are used; how total cost of ownership is calculated for services and systems

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provided and managed; and the estimation methodologies used in the estimation of work for software development, engineering, O&M, testing, analysis of alternatives, feasibility studies & product evaluation, and task orders/proposals.

The Government will evaluate the Offerors proposed Position Qualifications for all of their specific labor categories envisioned for this requirement for reasonableness. The Government will also evaluate the Offerors proposed minimum requirements in the Position Qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position for sufficiency.

The Government will evaluate for effectiveness and efficiency the Offerors proposed organizational chart for this program including the major organization elements and their interrelationships. The Government will also evaluate for technical merit the Offerors approach to establishing and ensuring integration of services and support provided on the HITSS contract, between other contracts/service providers, and between ITCD (via HITSS) and other NASA entities (agency and centers). The Government will evaluate for effectiveness the Offeror's proposed depiction of how this contract fits into the corporate structure. The Government will evaluate for adequacy the proposed subcontractors, along with the interfaces to the Offeror's organizational structure, and the proposed organization charts for each subcontractor. The Government will evaluate the proposed methodology/methods, approaches, and mechanisms to integration of services and support that requires management and execution of work across numerous work streams (internal and external) for seamless, transparent, efficient, and stable solutions and services for sufficiency. The Government will also evaluate for reasonableness the Offerors proposed approach and strategy to continuous monitoring and corrective action to risks and issues for improved delivery. The Government will evaluate for sufficiency the described resources and roles required for program integration including the justification of why these resources are needed and how they would function in the program integration.

The Government will evaluate the Offeror's proposed incentive fee structure for a sound management approach that will effectively motivate cost and technical performance for effectiveness.

The Offeror's Total Compensation Plan (TCP) will be evaluated for reasonableness and effectiveness in accordance with FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

The Government will evaluate the Offeror phase-in plan and the Offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 45-day phase-in period for effectiveness and efficiency. The Government will evaluate the Offerors proposed preparation for the timely processing

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of the Personal Identify Verification (PIV) requirements for sufficiency.

The Government will evaluate for sufficiency the Offerors proposed plans to keep personnel up-to-date with technology, training, certifications, and developmental experiences to improve the quality of services, execution of work, and delivery of services provided under this contract.

The Government will evaluate for reasonableness and effectiveness the Offerors proposed staffing plan. The Government will also evaluate for technical merit the Offerors staff expertise required to perform the work under the contract. Additionally, the Government will evaluate for sufficiency the proposed backup plan that describes the approach taken if the Offeror's primary staffing approach was not successful.

(b) Evaluation Findings

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

(c) Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

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	<u>Points</u>
Subfactor A – Technical Approach	400
Subfactor B – Technology Management Approach	300
Subfactor C – Management Approach	<u>300</u>
Total	1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

(End of provision)

M.5 Cost Evaluation Factor. (GSFC 52.215-325) (Jun 2014)

The proposed costs will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and “probable cost”.

The total probable cost and fee presented to the SSA will include the probable cost, proposed target technical incentive fee amount, and the cost incentive fee amount calculated based on the probable cost and the share ratio as specified in Clauses B.2 Estimated Cost and Incentive Fee (NFS 1852.216-84) and Incentive Fee (FAR 52.216-10).

The rates proposed in **Attachment C, DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES**, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Both the "proposed and probable cost" will typically reflect the Offeror’s proposed fee amount. Proposed fee will be corrected to resolve mathematical errors, if any. Proposed fee will not be adjusted as a result of any cost realism adjustments to establish probable cost.

The total FFP Phase-in price and the proposed and probable Core cost assessment will be presented to the Source Selection Authority, as well as any cost risk associated with the proposal.

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(End of provision)

M.6 Past Performance Evaluation Factor. (GSFC 52.215-330) (Jun 2014)

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "Offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the Offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least \$6M

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$6M.

Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 10% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e.,

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level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the offeror will receive a "Neutral" rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an Offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an Offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if

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applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each Offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

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Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

M.7 Clauses Incorporated by Reference – Section M

Clause M.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)